

THE CITY OF NEW YORK
LAW DEPARTMENT

100 CHURCH STREET
NEW YORK, N.Y. 10007

MICHAEL A. CARDOZO
Corporation Counsel

Jessica T. Cohen
Tel: (212) 788-1895
Fax: (212) 788-9776
jccohen@law.nyc.gov

January 14, 2010

BY ECF and HAND DELIVERY

The Honorable Allyne R. Ross
United States District Judge
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: James Franklin and Leslie Franklin v. City of New York, et al.,
09 CV 1907 (ARR)(RML)

Your Honor:

I am an Assistant Corporation Counsel in the office of Michael A. Cardozo, Corporation Counsel of the City of New York, and the attorney assigned to the defense of the above referenced matter. Attached please find a duly executed Stipulation and Order of Settlement and Dismissal dated January 5, 2010, for Your Honor's endorsement and filing.

Thank you for your consideration herein.

Respectfully submitted,

Jessica T. Cohen
Assistant Corporation Counsel

Enc.

cc: Gerald Cohen, Esq. (by ecf)
Joshua Fitch, Esq.
Cohen & Fitch, LLP
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
JAMES FRANKLIN and LESLIE FRANKLIN,

Plaintiff,

-against-

**STIPULATION OF
SETTLEMENT AND
ORDER OF DISMISSAL**

09 CV 1907 (ARR)(RML)

THE CITY OF NEW YORK, DET. MICHAEL
CENTRONE, Tax Reg. No. 917404, individually
and in his Official Capacity and P.O.'s "JOHN
DOE" #1-10, Individually and in their Official
Capacity (the name John Doe being fictitious, as the
true names are presently unknown)

Defendants.
-----X

WHEREAS, plaintiffs James Franklin and Leslie Franklin commenced this
action by filing a complaint on or about May 6, 2009, alleging that defendants violated their
federal civil and state common law rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs'
allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the
terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and
without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff, **JAMES
FRANKLIN**, FIFTEEN THOUSAND (\$15,000.00) DOLLARS, in full satisfaction of all

claims, including claims for costs, expenses and attorney fees. Defendant City of New York further agrees to pay plaintiff **LESLIE FRANKLIN**, THREE THOUSAND (\$3,000.00) DOLLARS, in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiffs agree to dismissal of all the claims against defendants City of New York and Michael Centrone, and to release the defendants and any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiffs shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph "2" above and an Affidavit of Status of Liens.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, or any agency thereof.


6. This Stipulation and Order contains all the terms and conditions agreed upon by

the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
January 5, 2010


COHEN & FITCH
Attorneys for Plaintiffs
225 Broadway, Suite 2700
New York, NY 11038
(212) 374-9115

By:



MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street, Room 3-212
New York, N.Y. 10007
(212) 788-1895

By:


Jessica T. Cohen
Assistant Corporation Counsel
Special Federal Litigation Division

SO ORDERED:

U.S.D.J.